



NORTH ALAMO WATER SUPPLY CORPORATION

DEED:	
RES:	
COM:	

REQUEST FOR TRANSFER OF MEMBERSHIP

Request membership with North Alamo Water Supply Corporation, Account # _____ to be transferred to:

New Owner: _____ Spouse: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email Address: _____

This transfer is in accord with HB 1442, 59th Legislature as it amends Article 1434A, Section 9A. Vernon Annotated Texas Civil Statutes, which states that one may NOT sell or transfer membership in this Corporation to another person except:

- 1) by will to a person related to the testator within the 2nd degree of consanguinity; or
- 2) by transfer without compensation to a person related to the undersigned within the 2nd degree of consanguinity; or
- 3) by transfer without compensation or by sale of the corporation; or
- 4) by transfer as part of the conveyance of real estate from which the membership arose

Please provide us with a copy of your property deed as well as a picture ID or driver's license.

The by-laws of North Alamo Water Supply Corporation state: The consideration for the transfer of any membership in the corporation to others persons shall never exceed the amount of the original costs of such membership. No gain or profit shall ever be realized from the sale of transfer of membership. By this application I state and represent that this transfer complies with both of the above. A \$25.00 transfer fee payable to North Alamo Water Supply Corporation (NAWSC) is required, the total balance due on the membership account must be paid, and a SERVICE AGREEMENT must be signed by the transferee prior to the transfer being accomplished.

Member's Signature: _____ **Date:** _____

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 20____, to certify which witness my hand and official seal.

My Commission Expires:

Notary Public, State of Texas

Printed Name

◆ Have you previously received water service from North Alamo Water Supply Corporation (NAWSC)?

Yes No *If yes, please list all prior names and account numbers:*

Name: _____ Acct #: _____

Name: _____ Acct #: _____

Name: _____ Acct #: _____

◆ Do you understand and agree that once the NAWSC Board of Directors has accepted your application for membership and a water meter has been installed by NAWSC for your use, that the monthly minimum and usage fee will commence and you as the member will be responsible for its payment to NAWSC regardless of whether or not water is used or whether or not plumbing is connected to the member side of the meter?

Yes No

◆ Do you understand and agree that you as the NAWSC member are responsible for all charges to the membership account regardless of who used the water?

Yes No

◆ Do you understand and agree that the NAWSC Board of Directors has the authority and responsibility of fixing the charges and fees to cover the costs and provide funds to meet the legal obligations of NAWSC?

Yes No

◆ Do you understand and agree that the service agreement authorizes access of NAWSC to the meter located on your property and assumes you will comply with the laws Texas and the Texas Department of Health regarding your used of the water service?

Yes No

◆ Do you understand and agree that sometime in the future, NAWSC may require a right-of-way easement over and across your property for the purpose of installing potable water facilities and that your refusal to grant such easement of such form, as may be required by NAWSC, will result in discontinuance of your water service and cancellation of your NAWSC membership?

Yes No

◆ Do you acknowledge that you must maintain in compliance with all applicable local governmental ordinances or regulations, including but not limited to ordinances and regulations relating to the regulations of subdivisions, and that your failure to comply may result in the termination of the water service to you?

Yes No

◆ Do you understand that there are not exemptions for a service charge, due to a trip that a serviceman or service made?

Yes No

Applicant's Signature: _____ **Date:** _____

**NORTH ALAMO WATER SUPPLY CORPORATION
SERVICE AGREEMENT**

AGREEMENT made on this _____ day of _____, 20____ between North Alamo Water Supply Corporation, a Corporation organized under the laws of the State of Texas (here in after call The Corporation) and _____.

The Corporation agrees to sell and deliver water to the Member and Member agrees to purchase and receive water from the Corporation, for general farm use and domestic and domestic purposes, in accordance with the bylaws and rules of the Corporation as amended from time to time by the Corporation's Board of Directors.

The member shall pay the Corporation for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by Corporation's Board of Directors.

The Board of Directors shall have the authority to cancel the membership of any member in the event of nonpayment of any water charges or assessments owing by said member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent member.

All water shall be metered by Water Meters furnished and installed by the Corporation.

In the event the total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Corporation may pro-rate the water available among the various Members on such basis as is deemed suitable by the Board Of Director, and may also prescribe a Schedule of hours covering the use of water for garden purposes by particular Members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply by insufficient to meet all the needs of all the members the Corporation must first satisfy all the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock before supplying any water for garden purposes.

The member shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the water distribution.

The Member shall install and maintain at his own expense a service line from the meter to the point of use.

The Member shall hold the Corporation harmless from any and all claims or demands for damages to real-estate or personal property occurring from the point of Member ties on to the Corporation meter to the final destination of the line installed by Member. The Member agrees to grant to the Corporation an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters valves and any other such equipment which may be deemed necessary for the Corporation on such form as is required by the Corporation.

The Corporation shall have the right to locate a water service meter and pipe, necessary to connect the meter on the property on the Member at a point to be chosen by and shall have access to its property of the Member's premises at all time for any purpose connected with or in the furtherance of its business operations, and on discontinuance of service shall have the right to remove any of its property from the Members premises.

Member Signature: _____ **Date:** _____

Driver License #: _____ **Telephone #:** _____

Co-Owner/Spouse: _____ **Date:** _____

Driver License #: _____ **Telephone #:** _____

PAYMENT AGREEMENT

At the present time, this account number _____ shows a balance in the amount of _____ . There may be an additional amount due that has not been billed.

I agree that I will be responsible for this outstanding balance.

Signature: _____ **Date:** _____

INFORMATION DISCLOSURE

The records of the Corporation shall be kept in the Corporation office in Edinburg, Texas. All information collected, assembled, or maintained by or for the Corporation shall be disclosed to the public in accordance with the Texas Public Information Act and other applicable law. **In no event and under no circumstances shall the Corporation disclose the Social Security Number of any member or customer to any person other than an employee of the Corporation.** Chapter 182, Subchapter B of the Texas Utilities Code makes confidential a water utility customer's address, telephone number, account records, and information relating to the volume or units of utility usage, or the amounts billed to or collected from the individual for utility usage. **However, an individual customer may request in writing that his information be released upon request.**

The confidentiality provision in Chapter 182, Subchapter B of the Texas Utilities Code does not prohibit the utility from disclosing this information to an official or employee of the state or political subdivision of the state acting in an official capacity or an employee of the Corporation acting in connection with the employee's duties. Further, such confidentiality does not prohibit the Corporation from disclosing the name and address of each member entitled to vote on a list to be made available to the Corporation's voting members, or their agents or attorneys, in connection with a meeting of the Corporation's members.



NORTH ALAMO

WATER SUPPLY CORPORATION

EQUAL OPPORTUNITY EMPLOYER: North Alamo Water Supply Corporation (NAWSC) provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, NAWSC complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. NAWSC expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of NAWSC’s employees to perform their job duties may result in discipline up to and including discharge.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish the information, we are required to note the race/national origin of individual applicants based on the basis of visual observation or surname.

Gender: Male Female

Race: White, Not of Hispanic Origin
 Black, Not of Hispanic Origin
 American Indian or Alaskan Native
 Hispanic
 Asian or Pacific Islander
 Other: _____

Applicant Signature: _____ Date: _____

Applicant Printed Name: _____